

## **Memorandum of Agreement For Technical Services**

This Memorandum of Agreement is entered into by and between the CITY OF LONGVIEW, WASHINGTON, a non-charter optional code city of the State of Washington, (sometimes hereinafter referred to as "City") and the Cowlitz-Wahkiakum Narcotics Task Force, (sometimes hereinafter referred to as "Task Force") pursuant to the authority granted in RCW 52.12.031, 35A.11.040, and Chapter 39.34.

The purpose of this agreement is to provide for technical assistance to Cowlitz-Wahkiakum Narcotics Task Force in connection with electronic data, computer systems and information systems, to provide for cooperative performance of certain services and the furnishing of employees, and services in order to minimize duplication of employees, to develop consistency in service, to develop more complete communication capabilities, and to provide for the public safety and welfare.

Longview maintains an Information Technology Department and employs highly trained and skilled technicians, and Longview and Cowlitz-Wahkiakum Narcotics Task Force both employ similar computer and electronic data systems and software. It has been determined that duplication of services and efforts by Longview and the Task Force can be minimized by Longview providing such services to the Task Force, and that cost reductions will be achieved.

In consideration of the benefits that each of the parties hereto anticipates as a result of this Agreement, it is hereby agreed as follows:

### **1. TECHNICAL SERVICES AND ASSISTANCE TO BE PROVIDED TO COWLITZ-WAHKIAKUM NARCOTICS TASK FORCE:**

The Information Technology Department of Longview shall provide technical computer, electronic data and related services to Cowlitz-Wahkiakum Narcotics Task Force, to assist the Task Force in its need for such services either at the Information Technology Department or the appropriate site as required for the related service.

Employees of Longview shall not become employees of Cowlitz-Wahkiakum Narcotics Task Force in any manner, and shall remain, at all times, and for all purposes, employees of Longview, and all compensation, employment benefits, discipline, promotion, demotion; and all other matters relating to employment shall be the responsibility of Longview.

The Information Technology Department of Longview will provide data storage as required by Cowlitz-Wahkiakum Narcotics Task Force on servers located in the Department.

### **2. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

Information Technology Department employees may need access to specific information in Task Force records when necessary for the performance of their assigned duties and if the use of such records is consistent with the purpose(s) for which the information was acquired. "Subject to the provisions of RCW 42.17," City employees will hold all such information as confidential and may not disclose any Task Force personal or confidential information that it maintains on an individual unless previously approved by the Cowlitz-Wahkiakum Narcotics Task Force.

### 3. TIME KEEPING AND REPORTING:

All Longview employees of the Longview Information Technology Department, who perform technical services for Cowlitz-Wahkiakum Narcotics Task Force, shall keep a record of the services performed, the place where such services are performed, and the time spent in the performance thereof.

### 4. COMPENSATION TO THE CITY OF LONGVIEW:

a) Longview shall be compensated for such services at the rate of **SEE APPENDIX A** per hour for the services performed by its employees hereunder. Longview shall submit a statement by the 15th day of each calendar month for services performed during the previous calendar month, and Cowlitz-Wahkiakum Narcotics Task Force shall make payment thereof within 45 days thereafter. Such statements shall itemize the time spent in the performance of such services to the quarter of an hour.

In the event that Longview's cost of performance of such services shall increase, the amount to be charged to Cowlitz-Wahkiakum Narcotics Task Force shall be increased in a similar amount. Any increase shall not occur except on 30 days advance notice to the Task Force.

b) Longview shall be compensated in the amount of **SEE APPENDIX A** for each computer and for each printer connected to the network. This connectivity shall include access to the Internet and continuous connectivity to the Longview data/voice network.

c) Longview shall be compensated in the amount of **SEE APPENDIX A** for server host services provided to Cowlitz-Wahkiakum Narcotics Task Force. This shall include hardware and operating system software support and maintenance.

d) Longview shall be compensated in the amount of \$32/month per phone on our network. Cowlitz-Wahkiakum Narcotics Task Force shall be responsible for purchasing their own phones as well as paying for any long-distance charges incurred on the City of Longview's long distance bill.

### 5. TERM OF AGREEMENT:

This Agreement is for an indefinite term, subject to cancellation by either party hereto upon 60 days advance written notice to the other.

### 6. NO ENTITY CREATED:

There is no separate organization or administrative entity created or necessitated by this Agreement.

### 7. MANNER OF FINANCING:

Except as provided herein, there are no provisions for financing of the terms of this Agreement. Each of the parties hereto shall provide for the financing of its own personnel and equipment and municipal expenses, other than as expressly provided herein.

### 8 ADMINISTRATION OF CONTRACT:

The administration of the provisions of this Agreement shall be undertaken by the joint and combined efforts of the City Manager of Longview and the Chair of the Task Force.

9. OWNERSHIP OF FACILITIES:

There are no facilities or properties to be acquired or purchased as a result of this Agreement.

10. EFFECTIVE DATE:

This Agreement shall become effective on the \_\_1st\_\_ day of \_\_January\_\_ 2016 or upon the execution hereof by both of the parties hereto, whichever is last to occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date that is hereafter shown alongside the signatures of their respective authorized officers.

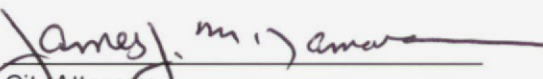
Dated: 1-12-16

City of Longview

By:   
City Manager

Attest:   
City Clerk

Approved as to form:

  
City Attorney

Dated: 1/5/16

Cowlitz-Wahkiakum Narcotics Task Force

By:   
Executive Board Chairman

Attest:   
Secretary

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**APPENDIX A**

**COSTBREAKDOWN – AS OF**

January 1, 2016

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**COST BREAKDOWN**

<b>Service</b>	<b>Cost</b>
Network Computer Connection	\$200 Annual per computer
Network Printer Connection	\$200 Annual per printer
Server Host Services	\$100 Monthly
Network Phone Connection	\$32 Monthly per phone
Microsoft EA Agreement Licenses	\$2,170 Annual
IT Staff Labor	As Billed

**LONGVIEW CONTRACTED STAFF CHARGES**

<b>Category</b>	<b>Hourly Rate</b>
Director	\$60.00
Analyst	\$48.00
Specialist	\$40.00